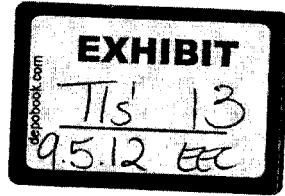


## **EXHIBIT B**

**9/28/12 SPANSKI DECLARATION**

**CASE NO. 12-4175-WHP**



## PURCHASE OPTION AGREEMENT

This PURCHASE OPTION AGREEMENT (including the Exhibits and Schedules hereto, this "Agreement") is made and entered into this 22<sup>nd</sup> day of June, 2011 (the "Effective Date"), by and among INTERCOM POLAND LLC, a limited liability company organized under the Laws of Delaware (the "Buyer"), and BOGUSLAW M. SPANSKI, an individual residing in the Principality of Monaco ("Spanski" or the "Seller"). The Buyer and the Seller may collectively be referred to herein as the "Parties", and each, a "Party".

### RECITALS

A. The Buyer desires to purchase the Purchased Assets and assume certain liabilities related to the Purchased Assets from the Seller, and the Seller desires to sell the Purchased Assets to the Buyer and have the Buyer assume such liabilities, upon the terms and subject to the conditions hereinafter set forth; and

B. The Parties have previously entered a short-form agreement, dated January 13, 2011, with respect to the above-referenced transactions (the "Short-Form Agreement"), and now wish to enter this Agreement to supersede and replace the Short-Form Agreement in all respects.

Accordingly, the parties agree as follows:

### ARTICLE 1.

#### DEFINITIONS

**1.1 Definitions.** As used in this Agreement and the Exhibits and Schedules delivered pursuant hereto and to the extent incorporated in other Transaction Documents, the following definitions shall apply:

"Affiliate" means, as to any Person, a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. With respect to any natural Person, the term Affiliate shall also include any member of said Person's immediate family, any family limited partnership for said Person and any trust, voting or otherwise, of which said Person is a trustee or of which said Person or any of said Person's immediate family is a beneficiary. With respect to any trust, the term Affiliate shall also include any beneficiary or trustee of such trust. For purposes of the foregoing, the term "control" and variations thereof means the possession of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by Contract or otherwise.

"Acquisition" has the meaning set forth in Section 2.1.

"Agreement" has the meaning set forth in the preamble to this Agreement.

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**COUNTERPART SIGNATURE PAGE – ASSET PURCHASE AND SALE AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, all as of the day and year first above written.

**THE BUYER:**

**INTERCOM POLAND LLC**

By: Intercom Ventures, LLC, its member

By: \_\_\_\_\_

Name: Tony Hoti  
Title: President  
Address: 350 N. LaSalle Street, 10<sup>th</sup> Floor  
Chicago, IL 60654  
Facsimile No.: (312) 380-4611

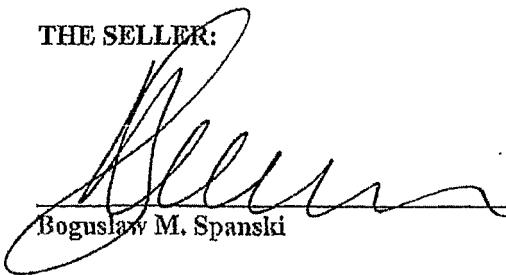
**INTERCOM POLAND LLC**

By: DBPol, LLC, its manager

By: \_\_\_\_\_

Name: Dylan Bates  
Title: Manager  
Address: 350 N. LaSalle Street, 10<sup>th</sup> Floor  
Chicago, IL 60654  
Facsimile No.: (312) 380-4611

**THE SELLER:**

  
Boguslaw M. Spanski